

1 Frank M. Washko
14200 NE 132nd Ave.
2 Brush Prairie, WA 98606
(415) 545-8040
3 fwashko@tiburonip.com

4 *Plaintiff*

5
6
7
8 **UNITED STATES DISTRICT COURT**
9 **WESTERN DISTRICT OF WASHINGTON**
10 **TACOMA DIVISION**
11

12 Frank M. Washko,

13 Plaintiff,

14 v.

15 SMARTDATA, S.A.,

16 Defendant.

Case No. - 3:13-cv-5479

COMPLAINT FOR BREACH OF
CONTRACT

DEMAND FOR JURY TRIAL

1 Plaintiff Frank M. Washko, hereby alleges as follows:

2 **PARTIES**

3 1. Frank M. Washko is an individual and resident of the State of Washington,
4 with an address at 14200 NE 132nd Ave., Brush Prairie, WA 98606.

5 2. SmartData, S.A. is a company organized under the laws of Switzerland with
6 its principal place of business at CP 931, Rue de la Fusion 99, 1920 Martigny, Switzerland.

7 **JURISDICTION AND VENUE**

8 3. This action for breach of contract arises under the laws of Washington.
9 This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1332,
10 because it involves a dispute between a citizen of the United States and a foreign entity or
11 individual, and because the amount in dispute exceeds \$75,000.

12 4. Venue is proper in the Western District of Washington under 28 U.S.C. §§
13 1391(b) and (c), because a substantial part of the events or omissions giving rise to the claim
14 occurred in Washington and in this Judicial District.

15 5. This Court has specific and general personal jurisdiction over SmartData,
16 S.A. because it entered into the contract in dispute in Washington and within this Judicial District.

17 **BACKGROUND**

18 6. SmartData, S.A. is a technology company based in Switzerland. SmartData
19 S.A. is the owner of U.S. Patent No. 7,158,757, entitled "Modular Computer" ("the '757 Patent").
20 Jean-Pierre Buttet was the sole inventor of that patent.

21 7. On April 15, 2011, SmartData, S.A. entered into a contract with Frank M.
22 Washko. At that time, Frank M. Washko was a patent attorney practicing in, and residing in,
23 Brush Prairie, WA. The contract called for Mr. Washko to assist with the licensing and
24 enforcement of the '757 Patent.

25 8. Pursuant to the contract, Mr. Washko would be paid on a contingent fee
26 basis, with a percentage of the proceeds for the patent being paid to him. The contract further
27 provided that, if Mr. Washko was terminated from the case, that he would be paid an hourly rate
28 based on the amount of time he had spent on the case up until the date of termination.

13. Mr. Washko provided the detailed accounting to SmartData, S.A. on January 28, 2013. Mr. Washko emailed the Defendants several times in January, February, and March regarding payment of the amount owed, but the Defendants have never responded and the amount remains unpaid.

(Breach of Contract)

17. Frank M. Washko was damaged as a result of SmartData, S.A.'s breach and failure to honor the payment terms of the contract, after his work had been completed.

WHEREFORE, Frank M. Washko prays for the following relief:

B. That the Court award Frank M. Washko reasonable damages for Defendants' breach of the contract of at least \$87,480, plus with pre-judgment and post-judgment interest on the damages awarded;

D. That the Court award Frank M. Washko any other relief that the Court may deem just, equitable, and proper.

Frank M. Washko hereby demands a jury trial on all issues so triable.

Respectfully submitted,

Plaintiff